

# Exhibit A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

GUO LINDA CAI,	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION NO. 2:23-cv-3432
	:	
THUNDERSOFT AMERICA	:	
CORPORATION, et al.,	:	
	:	
	:	
Defendants.	:	

**DECLARATION OF CHAD THOMPSON**

I, Chad Thompson, declare and state as follows:

1. I make this declaration in support of Defendants’ Motion to Compel Arbitration. I am over the age of eighteen (18) and am otherwise competent to testify to the facts set forth in this Declaration. I have personal knowledge of the facts set forth herein, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the Director, Cyber Defense, for TriNet USA, Inc. (“TriNet”). I have been employed by TriNet since June 2012. In my position, I oversee a team of Security Analysts who are tasked with the retrieval and analysis of reports and log files relating to user access across all of TriNet’s portals. Additionally, I oversee the operation of TriNet’s servers and software, security reviews, and oversee TriNet’s internal and client-facing applications such as PeopleSoft and TriNet’s online platform.

3. TriNet is a licensed Professional Employer Organization (“PEO”). PEOs fulfill general administrative needs for their clients, including payroll processing and providing access to certain personnel information, documents, and notices for their client’s worksite employees (employees of the PEO’s customers).

4. TriNet maintains a password-protected online portal that provides clients and their worksite employees access to certain employment policies, employee records and forms (including payroll records, PTO available, and time off requests), and information, including TriNet's employee handbook. Both TriNet employees as well as the employees of TriNet clients are provided access to the online portal.

5. In my position, I am familiar with the online tools that TriNet makes available to its clients' worksite employees. Specifically, I am currently involved in the maintenance of the online portal and the online processes by which individuals are provided with TriNet's Terms and Conditions Agreement ("TCA") (which contains TriNet's Dispute Resolution Protocol ("DRP")), may review and acknowledge the TCA and DRP, and agree to abide by both. Finally, in my position, I have access to the online portal and the information contained in it.

6. Defendant Thundersoft America Corporation ("Thundersoft America") is a customer of TriNet. In TriNet's documents, including the TCA and DRP, Thundersoft America is referred to as a TriNet "co-employer," "customer," or as the "worksite employer." Because it is the on-site employer, Thundersoft America retains the responsibilities of hiring and directing the day-to-day work of its worksite employees, such as the Plaintiff Guo Linda Cai ("Plaintiff" or "Ms. Cai").

7. Employees of TriNet's customers, such as Plaintiff, access the online portal as part of TriNet's onboarding process (for new employees), or once TriNet and a client establish a relationship and TriNet assumes responsibility for providing document access (for existing employees). Worksite employees are also prompted to access TriNet's online portal during their employment, for example, to accept a revised TCA implemented by TriNet. Worksite employees who are provided access to the TriNet online portal and who receive payroll processed by TriNet retain their status as worksite employees of the client company while TriNet acts as the PEO. All applicants and employees of TriNet's customers, including Thundersoft America, are informed at the commencement of their employment, or the commencement of the existence of the PEO relationship and TriNet's status as the PEO.

8. TriNet's online portal is password-protected. When worksite employees first access the online portal, they encounter a log on screen. At this screen, they must enter both a Username and a Password. Otherwise, they cannot proceed. Worksite employees are notified by a "Welcome" e-mail of their unique default password for logging in. Based on TriNet's standard operating procedures, I am informed and believe that from 2014 to 2019, as part of TriNet's onboarding process, worksite employees used their default password upon their first login to accept the TCA. Once worksite employees logged in and accepted the TCA, the worksite employees then generated their own unique password. Thereafter, they could use the same Password that they created, along with their Username, to subsequently log on to their online portal account.

9. Once a worksite employee creates his or her own unique password, that password remains strictly confidential. Nothing in TriNet's system shares that password with anyone. The password cannot be manually retrieved from the system by anyone. TriNet designed and developed the system and internal security protocols to ensure the security of each user's individual unique password. If a worksite employee forgets his or her password, TriNet has no way to retrieve it. In most cases, the only thing TriNet can do is manually "re-set" that user's online portal account to allow him/her to create a new password, just as if he/she were a new user. Worksite employers, such as Thundersoft America, do not have access to change the login password for any of their worksite employees. Furthermore, TriNet's security protocols do not permit anyone other than a user with the correct password to enter a worksite employee's individual online portal account. TriNet has the ability to "view" certain screens of a worksite employee's online portal account, but TriNet has no ability to directly access that account, or to perform any functions within that online portal account as that user.

10. I have reviewed TriNet's data regarding the online portal system, including data related to the individual online portal account created for Plaintiff, which are maintained by TriNet in the ordinary course of business. Based on my review of the data, the operative TCA and DRP was presented to Plaintiff via her individual online portal account on June 1, 2018. A true and

correct copy of the TCA and DRP referred to immediately above is attached hereto and incorporated herein as **Exhibit A**.

11. Once an individual is presented with the TCA and DRP through their online portal account, there is no limit on the amount of time an individual may take to review and either reject or accept the TCA, which contains the DRP. As such, because the DRP was presented to Plaintiff through her online portal account, there was no specific time limit for her to review and accept the DRP. If Plaintiff did not have enough time to read the TCA when she first logged into her online portal account, she could simply log in at another time and review it at a later date. TriNet's online portal can be accessed at login.trinet.com through any computer that has access to the Internet. In other words, a worksite employee such as Plaintiff does not need to use a computer that is furnished by her worksite employer Thundersoft America or located at a specific location in order to access TriNet's online portal.

12. To agree to and accept the terms of the DRP, Plaintiff was required to enter a valid e-mail address at the bottom of the screen and then click on a button marked "I Accept." Notably, this e-mail address can only be verified by Plaintiff by accessing her online portal account using her unique username and password. Thundersoft America and TriNet do not have the ability to change or alter the e-mail address. The TriNet portal is designed to use the e-mail address verified by the worksite employee. Finally, next to the "I Accept" button is a button marked "Reject," which may alternatively be clicked on by the worksite employee.

13. When an individual clicks the "I Accept" button after being presented with the TCA/DRP for review, the column entitled "Accepted" in that individual's online portal account is marked with a "Y." If the individual has not clicked the accept button or clicks the "Reject" button, the column entitled "Accepted" in their online portal account screenshot is marked with an "N." As stated, Thundersoft America does not have access to change the login password for any of its worksite employees. Similarly, for the class action waiver contained in subsection (d) of the DRP, if an individual opts out of the class action waiver by clicking the box in subsection (d), then the column entitled "CLS\_ACT\_WAIVR" in that individual's online portal account is marked with a

“Y.” If the individual chooses to waive their class claims and not opt out, the column entitled “CLS\_ACT\_WAIVR” in their online portal account screenshot is marked with a “N.”

14. I have reviewed Plaintiff’s online portal account regarding her review and acceptance of the TCA/DRP. Attached as **Exhibit B** is a true and correct copy of a screenshot of Plaintiff’s online portal account, which shows she accepted the TCA and DRP on June 1, 2018. The “Y” in the “Accepted” column (shown on **Exhibit B**) in Plaintiff’s online portal account demonstrates that on June 1, 2018, Plaintiff accepted the then effective TCA, including the DRP, by electronic acceptance through her online portal account using her unique Username and Password.

15. I have personally reviewed and verified the data maintained by TriNet in the ordinary course of business, which shows that Plaintiff electronically acknowledged and accepted the DRP on June 1, 2018. The screenshot attached as **Exhibit B** is an accurate display of the information from the online portal system showing Plaintiff’s employee identification number, which is 00002218103; her name; the e-mail address submitted by Plaintiff, which is [linda.cai@thundersoft.com](mailto:linda.cai@thundersoft.com); company identification number with TriNet, which is VNH; the date, June 1, 2018, when Plaintiff clicked the “I Accept” button to accept the then-effective TCA and DRP (labeled “EFFDT,” which means effective date); and “Y” in the “accepted” column.

16. Based on my personal knowledge of the design and operation of TriNet’s online portal system, the contents of **Exhibit B** show that Plaintiff ensured a valid e-mail address at the bottom of the screen containing the TCA and DRP in the online portal account and then clicked the “I Accept” button on June 1, 2018, agreeing to abide by the terms and conditions of the TCA and the DRP. By doing so, Plaintiff agreed to submit her claims stemming from her employment with Thundersoft America accruing from June 1, 2018 forward to arbitration in lieu of pursuing them in court.

17. When a worksite employee accepts the TCA/DRP through his or her secure online portal account, TriNet’s system is designed to automatically generate an e-mail to that worksite employee (“Acceptance E-Mail”). The Acceptance E-Mail confirms “acceptance of the TriNet

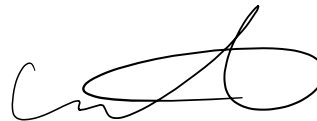
Terms & Conditions Agreement” (TCA), and also attaches an electronic PDF copy of the TCA, including the DRP. A true and correct copy of the Acceptance E-Mail sent to Plaintiff at the e-mail address she submitted on June 1, 2018 on her online portal account, which is [linda.cai@thundersoft.com](mailto:linda.cai@thundersoft.com), is attached hereto and incorporated herein as **Exhibit C**.

18. I obtained copies of all these documents from electronic records maintained by TriNet in the ordinary course of business in Austin, Texas, and Bradenton, Florida. These electronic records are generated at the same time the action corresponding to the records takes place. For example, the electronic record of the unique user log that is **Exhibit B** was generated at the time Plaintiff accepted the TCA/DRP on June 1, 2018. The Acceptance E-mail (**Exhibit C**) that was sent to Plaintiff upon her acceptance of the TCA/DRP was also generated at the time Plaintiff accepted the TCA/DRP on June 1, 2018

19. TriNet has business offices in multiple states throughout the United States, including California, Florida, New York, and Texas. TriNet’s clients are located throughout the United States, and worksite employees, such as Plaintiff, access the TriNet system from various states.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct to the best of my knowledge.

Executed this 20th day of November 2023, at Bradenton, Manatee County, Florida.

A handwritten signature in black ink, appearing to read 'Chad Thompson', written over a horizontal line.

Chad Thompson

# Exhibit A



## **TRINET TERMS AND CONDITIONS AGREEMENT (TCA)**

PLEASE READ THIS TCA CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR USE OF THE TRINET PLATFORM AND ONLINE SERVICES, YOUR RELATIONSHIP WITH TRINET, AND THE HANDLING OF ANY DISPUTES ARISING OUT OF YOUR RELATIONSHIP WITH TRINET, YOUR COMPANY, AND RELATED MATTERS.

**This TCA contains the following sections:**

**1. Co-Employment vs. Standard Employment**

**2. Privacy, Accuracy, Use And Exchange Of Information**

**3. TriNet Payroll Services**

**4. TriNet Benefits**

**5. TriNet Employee Handbook**

**6. At-Will Relationship**

**7. Confirmation Of Roles**

**8. The TriNet Platform, Indemnification And Limits Of Liability**

**9. Dispute Resolution Protocol ("DRP")**

**a. How The DRP Applies**

**b. Limitations On How The DRP Applies**

**c. Starting Arbitration**

**d. How Arbitration Proceedings Are Conducted**

**e. The Arbitration Hearing And Award**

**f. Enforcement Of The DRP**

**10. Acknowledgement**

## 1. Co-Employment vs. Standard Employment

The TriNet family of companies is engaged in the business of providing human resources services through various licensed professional employer organizations (“PEOs”). In this TCA, “TriNet” includes TriNet Group, Inc., and all its direct and indirect subsidiaries (including, but not limited to your TriNet co-employer, as defined below), whether doing business in their own name or otherwise.

Your relationship with TriNet is beginning because the company you work for (“your worksite employer,” “your company” or “my company”) is a TriNet customer. This means that your company has entered into an agreement with a TriNet PEO company to share certain employer responsibilities as co-employers. This means that a TriNet PEO company (the company whose name appears on your wage statements, your “TriNet co-employer”) will be your employer of record for certain administrative purposes and will process payroll based on the information provided by your worksite employer, sponsor and administer benefits, and provide certain human resources services. As your worksite employer, your company retains the responsibilities of directing your day-to-day work and managing its business affairs. Your worksite employer, not TriNet, has sole responsibility for controlling, or providing input about, your wages, hours, and working conditions.

## 2. Privacy, Accuracy, Use and Exchange of Information

The personal information you provide online through the TriNet platform is used to facilitate your online HR and other transactions and to enable your TriNet co-employer to act as your employer of record for certain administrative purposes. You agree not to share with or disclose to anyone else your TriNet Employee ID or password for the TriNet platform. TriNet, in turn, agrees to use your information only as stated above. TriNet will not provide your individually identifiable information to third-party providers or other commercial parties for commercial use except as permitted by you or as required by law.

You agree that all information submitted by you to TriNet for employment, payroll and benefits administration purposes is and will be true and correct to the best of your knowledge, and you understand that any misrepresentation may affect both your relationship with TriNet, employment status with your worksite employer, as well as certain insurance or benefits provided to you. You authorize TriNet to enroll you in TriNet sponsored employee benefits, if you are an eligible employee under the terms of the plans, and to make changes to your benefits, payroll, and personal information according to the information you submit to TriNet directly or indirectly. Moreover, you agree to provide to TriNet a functioning email address for you, and to review and accept notices and other documents sent to that email address as well as to review and accept notices and other documents posted on the TriNet platform.

With respect to IRS Form W-2, COBRA notices, and any other notice or form for which consent to electronic delivery is required by law, you hereby agree and consent to electronic delivery by email or via such other method as permitted by law for the duration of your employment. Further, you agree to make such documents available to your spouse, domestic partner, and/or dependents, as applicable. Such documents will also be posted and made available on the TriNet platform. If you want to request paper copies of such documents, please contact the TriNet Solution Center at

1.800.638.0461 or employees@trinet.com. Additional contact information is posted online on the TriNet platform. Such a request is not considered a withdrawal of your consent to receive such documents electronically.

If you do not wish to receive such documents by electronic delivery, or if you withdraw your consent to electronic delivery, you will receive your Form W-2, COBRA notice or other such mandatory documents in hard copy form at no charge.

### **3. TriNet Payroll Services**

You understand and agree that:

**(a)** Responsibility for compliance with accurate reporting of hours worked, legally required break periods, overtime, certain time off accrued and taken, and related matters are the responsibility of your company, over which TriNet has no control;

**(b)** TriNet is responsible for processing your pay based on your company's reporting (see above), as directed by your company, and pursuant to the written agreement between your company and TriNet;

**(c)** TriNet does not determine or provide input about your rate of pay, the hours you are scheduled to work or actually work, any legally required break periods, or your exempt/non-exempt status under the law;

**(d)** TriNet's responsibility for your pay is further limited in the following ways:

**(i)** If TriNet learns that it paid you an amount not authorized by your company, you agree to repay the amount to TriNet and you consent to TriNet reversing such payment, to the full extent permitted by law;

**(ii)** If your company fails to fund its payroll, TriNet will pay you if required by law and, in that situation, only the minimum amounts required by law based on the information available to it regarding your hours worked. In the event your company fails to fund payroll, any requests for payment of wages should be made to your company; and

**(iii)** If you believe that your company owes you more than what TriNet remits to you (including payment for time that you have worked, or for commissions and bonuses, time that you have taken or accrued as sick/vacation leave/paid time off, time for any other paid leave of absence or amounts in excess of minimum wage), this will be the sole liability of your worksite employer, and your recourse for collection of such unpaid amounts is against your company and not TriNet.

**(e)** Your worksite employer is solely responsible for reimbursement of any business expenses you may incur.

#### 4. TriNet Benefits

You will be offered certain TriNet employee benefits if such benefits are offered to other similarly situated employees, subject to the terms of the benefits plan document. You acknowledge and agree that if you elect to participate in TriNet cafeteria plan and health and welfare benefits, you must abide by the rules set forth under the applicable plan document. Unless otherwise required by law, you acknowledge and agree that, if you are eligible to elect TriNet benefits but fail to submit a benefits election within the required deadline/timeframe, you must wait until the next open enrollment period to elect new coverage or make changes to your elections unless you experience a life status change event. Please refer to your applicable TriNet Benefits Guidebook and Summary Plan Description for important details regarding the consequences of failing to make a timely election or waiver of coverage.

You understand that you have access to an electronic copy of your applicable TriNet Benefits Guidebook and Summary Plan Description posted on the TriNet platform, as well as in PDF format that TriNet can email to you upon request, and as a hardcopy that TriNet can mail to you upon request. You agree to read the Guidebook carefully as it contains important information regarding TriNet cafeteria plan and health and welfare benefits.

You understand that, if your company arranges to sponsor a different health plan, you will not be eligible to participate in a health plan sponsored by TriNet. In such case, you also understand and agree that your company may request that TriNet take deductions from your pay for the healthcare premiums associated with your participation in the health plan sponsored by your company. You hereby consent to such deductions, and you understand and agree that they will appear on your pay stub as a deduction amount and will be reported accordingly on your Form W-2.

You also understand and agree that certain information about your TriNet benefits enrollment, including but not limited to plan elections and the amounts of your salary deductions (including, if applicable, salary deferrals for a retirement plan, contributions to a health care flexible spending account, dependent day care flexible spending account, and similar arrangements), may be shared with your worksite employer, for the purpose of verifying billing accuracy and/or for any other lawful purpose if and when your worksite employer ceases to do business with TriNet.

#### 5. TriNet Employee Handbook

You are being presented with the TriNet Employee Handbook and any additional policies applicable to your employment as part of your onboarding. Copies can be found on the TriNet platform or by contacting the TriNet Solution Center at 1.800.638.0461 or employees@trinet.com. Please review these documents as soon as possible, as it is your responsibility to read and familiarize yourself with the handbook and any additional policies.

#### 6. At-Will Relationship

Unless prohibited by law or expressly provided in a written agreement signed by the President of TriNet, your relationship with TriNet, including your TriNet co-employer, is “at-will,” meaning that you and your TriNet co-employer have the right to terminate the relationship at any time, with or without cause, and with or without advance notice.

## 7. Confirmation of Roles

You understand that the work you perform for your worksite employer is for the direct benefit of that company and not TriNet. You understand that your company, and not TriNet, directs and controls your hiring, compensation, employment duties and responsibilities, work schedule and actual hours worked, performance measurement, and all other terms and conditions of your employment at the worksite.

If you are an officer or partner of your company, you understand that the agreement between your company and TriNet does not relieve you of any legal responsibility you may have to employees of the company, taxing authorities or TriNet, should your company fail to meet its payroll obligations.

## 8. The TriNet Platform, Indemnification And Limits of Liability

You acknowledge and agree that your use of the TriNet platform is licensed to you subject to the terms and conditions in this TCA and the Terms of Use and Privacy Policy at [www.trinet.com/company/terms](http://www.trinet.com/company/terms). You agree that the TriNet platform constitutes confidential, proprietary, intellectual property of TriNet, that your ability to access and use the TriNet platform is revocable by TriNet at any time, and that you will not modify, reverse engineer, decompile or disassemble, or otherwise tamper with the TriNet online platform or create any derivative works or otherwise incorporate TriNet's platform in other programs, without TriNet's prior written consent. Any feedback you provide regarding the TriNet platform will become TriNet information and TriNet will have the royalty-free right to share the feedback and to create and use derivative works based on the feedback.

If you fail to protect the confidentiality of your password or if you submit inaccurate information to TriNet, you agree to indemnify and hold TriNet, its parents, subsidiaries, affiliates, officers and employees harmless from any claim, demand, penalty, or damage, including reasonable attorneys' fees and costs, asserted by any third party due to or arising out of (A) your failure to protect the confidentiality of your password or the unauthorized use of the TriNet platform and related online services or (B) the inaccurate information that you submitted to TriNet. TriNet will notify you within a reasonable period of time of any claim that TriNet seeks indemnification and will afford you the opportunity to participate in the defense of any such claim, provided that your participation does not prejudice TriNet's interests, as determined by TriNet at its sole discretion.

Your licensed usage of the TriNet platform is on an "As Is" basis and TriNet disclaims any and all warranties, express or implied, to the full extent permitted by law. For example and without limitation, TriNet does not warrant that its online services or content will be uninterrupted or error-free, available at all times or in any and all geographic areas, or will meet any particular criteria of performance or quality. TriNet cannot be held liable for any indirect, punitive, incidental, consequential, or other special damages arising out of your use of the TriNet platform or TriNet's online services.

## 9. Dispute Resolution Protocol ("DRP")

### (a) How The DRP Applies

Subject to the limitations in subsection (b), this DRP covers any dispute arising out of or relating to your co-employment with TriNet, including your TriNet co-employer, and/or arising out of or relating to your employment with your company, as well as any dispute with an employee, officer, or director of TriNet or of a TriNet customer (all of whom, in addition to TriNet customers, are intended to be beneficiaries of this DRP) (“covered dispute”). The Federal Arbitration Act applies to this DRP. Also, any applicable internal procedures for resolving disputes (e.g., procedures in the employee handbook for complaining about, and addressing complaints about, misconduct), as well as the option of mediation, will continue to apply with the goal being to resolve disputes before they are arbitrated. This DRP will survive termination of the employment relationship. **With only the exceptions described below, arbitration will replace going before a court for a judge or jury trial, and even in the situations described below, NO JURY TRIAL WILL BE PERMITTED, unless applicable law does not allow enforcement of a pre-dispute jury trial waiver in the particular circumstances presented.**

#### **(b) Limitations On How The DRP Applies**

The mandatory arbitration requirement of this DRP does not apply to claims for workers’ compensation, state disability insurance or unemployment insurance benefits, nor does it apply to claims against a federal contractor if such claims are not subject to pre-dispute mandatory arbitration agreements, nor to claims properly made pursuant to a collective bargaining agreement’s dispute resolution procedure if you are represented by a union and the dispute resolution procedure in the collective bargaining agreement conflicts with this DRP. The mandatory arbitration requirement does not prevent a party from bringing complaints, claims or charges before the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, or the Office of Federal Contract Compliance Program, and does not prevent a party from bringing claims in any forum as provided in Public Laws 111-203, 111-118 & 112-10. Further, claims may be brought before any other administrative agency, provided applicable law does not preclude the right to bring claims there when there is a mandatory arbitration agreement.

**If at the time of a covered dispute there is an agreement between you and your company governing the resolution of the covered dispute, then to the extent inconsistent with this DRP, that agreement will be controlling as between you and your company (and its employees, officers, and agents). The applicability of this DRP to covered disputes between you and TriNet (and its employees, officers, and agents) will be unaffected by the existence of an agreement between you and your company regarding dispute resolution.**

This DRP does not excuse a requirement that a party exhaust administrative remedies before initiating the DRP to resolve a covered dispute.

#### **(c) Starting Arbitration**

Before commencement of arbitration, the parties may, upon express written agreement of the parties, submit the dispute to mediation on terms and conditions agreeable to all parties. This DRP does not require mediation before commencing arbitration.



Arbitration begins by bringing a claim under the applicable employment arbitration rules and procedures of the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) or any other dispute resolution provider agreed to by the parties, as then in effect and as modified by any superseding provisions in this DRP. JAMS’ Employment Arbitration Rules may be found on the internet at [www.jamsadr.com](http://www.jamsadr.com) or by using an internet search engine to locate the “JAMS Employment Arbitration Rules.” All claims in arbitration must be raised within the same time limits (statutes of limitation) that would apply in court. The arbitrator will be selected by mutual agreement of the parties and will be an experienced attorney licensed in the state where the arbitration will be held or retired judicial officer who served in that state as a judge or another qualified individual. If the parties cannot agree on an arbitrator, the applicable JAMS (or, if agreed to by the parties, another dispute resolution provider’s) rules will apply to appoint an arbitrator. The arbitration will be conducted no more than 75 miles from the location where you last regularly worked for your worksite employer, unless the parties agree to another location.

#### **(d) How Arbitration Proceedings Are Conducted**

In arbitration, the parties will have the right to file motions challenging the pleadings (e.g. demurrer or motion to dismiss), conduct adequate civil discovery, bring dispositive motions (e.g. summary judgment/adjudication), and present witnesses and evidence to present their cases and defenses. The specific provisions of this DRP and the applicable rules of JAMS (or any other dispute resolution provider agreed to by the parties) will direct the arbitrator in decisions regarding conducting the arbitration. To the extent any applicable arbitration rules are inconsistent with the terms of this DRP, the terms of this DRP will be controlling.

**There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, or as a member in any purported class, collective, representative, or private attorney general proceeding, including, without limitation, uncertified class actions (“Class Action Waiver”); provided, however, that you may opt out of the Class Action Waiver by clicking this box ☐ before you click below to acknowledge this TCA.** Disputes regarding the validity and enforceability of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, representative, or private attorney general action and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative, and/or private attorney general action must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. No employee will be retaliated against, disciplined or threatened with discipline for exercising his or her rights under Section 7 of the National Labor Relations Act (NLRA) by the filing of or participation in a class, collective or representative action, but TriNet (and, if applicable, any TriNet customer or employee(s) of either TriNet or a TriNet customer interested in enforcing this DRP for its/their own benefit) retains the right to enforce this DRP and the Class Action Waiver under the Federal Arbitration Act and to seek dismissal of class, collective or representative actions.

During the arbitration each party will pay his, her, or its own attorneys’ fees, subject to any remedies to which that party may later be entitled under applicable law. In all cases where the law requires it, TriNet (and, if applicable, any TriNet customer or employee(s) of either TriNet or a TriNet customer interested in enforcing this DRP for its/their own benefit) will pay the arbitrator’s

and arbitration fees. In cases in which apportionment of the arbitrator's and arbitration fees is permitted by applicable law, these fees will be divided between the parties as is required by law and determined by the arbitrator.

**(e) The Arbitration Hearing And Award**

Within 30 days after the end of the arbitration hearing, any party may file a written brief by providing copies to the arbitrator and the other parties. The arbitrator may award any remedy warranted under applicable law and will include a written opinion providing reasoned explanations for the decision. To the extent, if at all, allowed or required by applicable law, the award may be confirmed, corrected, or vacated by a court of competent jurisdiction, and a court of competent jurisdiction will have the authority to enter judgment based on a final arbitration award.

**(f) Enforcement Of The DRP**

Subject to the exceptions provided herein, this DRP is the full and complete agreement for resolution of covered disputes between you and TriNet (and its employees, officers, and agents) and between you and your company (and its employees, officers, and agents). If any portion of this DRP is determined to be unenforceable, the remainder of this DRP will still be enforceable, subject to the specific exception in section (d), above.

**10. Acknowledgement**

By acknowledging below, I confirm that I have read and understand the contents of this TCA (including, but not limited to, the DRP), that I have the responsibility to read and familiarize myself with the employee handbook and additional policies for my company and that I agree to abide by the terms and conditions set forth above in this TCA, including but not limited to the DRP, as well as the policies and procedures set forth in the employee handbook and additional policies.

I understand and acknowledge that none of the at-will-related language in this TCA, the employee handbook or elsewhere is intended to limit the exercise of rights under Section 7 of the NLRA.



# Exhibit B

	EMPLID	NAME	EMAIL_ADDR	COMPANY	TO_CHAR(A.EFFDT,'DD-MON-YY')	ACCEPTED	CLS_ACT_WAIVER
	00002218103	Cai,Guo Linda	linda.cai@thundersoft.com	VNH	01-JUN-18	Y	N

# Exhibit C

**From:** [DoNotReply@email.trinet.com](mailto:DoNotReply@email.trinet.com)  
**To:** [linda.cai@thundersoft.com](mailto:linda.cai@thundersoft.com)  
**Subject:** TriNet Terms and Conditions Agreement (TCA); Health Care Notification  
**Date:** Friday, June 1, 2018 5:13:17 PM  
**Attachments:** [TriNet\\_TCA.pdf](#)  
[Initial\\_COBRA\\_Notice.pdf](#)

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[Log in to TriNet](#) to see additional information . Thank you.



Hello,

We are sending this email to provide notification regarding two important matters: (1) your acceptance of the TriNet Terms & Conditions Agreement (TCA), and (2) your COBRA rights and responsibilities. More information about each matter is provided below.

TCA: This confirms that you have accepted the TCA, which you clicked through on the TriNet platform on 06/01/2018. Attached is a copy of the TCA you accepted.

COBRA: Regulations require that we provide to you when you become eligible for TriNet health care benefits an "initial" COBRA notice. Attached is the required initial COBRA notice, which contains information, for not only you but also any dependents, about general COBRA rights and obligations. Please share it with any dependents enrolled in the plan. (If you or any dependents lose coverage and are eligible for COBRA, TriNet will send a separate notice providing COBRA election details and deadlines.)

We recommend that you review and retain the TCA for your records and future reference.

If you have any questions, please contact the TriNet Solution Center at 800.638.0461, Monday - Friday, 4:30 a.m. - 9:00 p.m.PT.

Sincerely,  
TriNet